

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Mariner, et. al.

Serial Number: 10/759,582

Filed: 01/16/2004

Examiner: To be assigned

WAFER HANDLING APPARATUS AND METHOD OF MANUFACTURING  
THEREOF

Commissioner For Patents  
Mail Stop Petition, P.O. Box 1450  
Office of Petitions  
Alexandria, VA 22313-1450

Certificate of Mailing

I HEREBY CERTIFY THAT THIS PAPER IS BEING DEPOSITED WITH THE  
UNITED STATES POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE  
ADDRESSED TO: Commissioner For Patents, P.O. Box 1450, Office of Petitions,  
Alexandria, VA 22313-1450.

May 12, 2004  
Date

Judith A. Rowe  
Judith A. Rowe

**Petition for Filing by Other Than All Inventors or By a Person Not the Inventor  
under 36 CFR 1.47(b)**

Dear Sir:

After diligent effort, Applicant was not able to find or reach all of the inventors to sign the attached  
Combined Oath & Declaration for the above-identified patent application.

The non-signing inventor is Thomas E. Devan. The last known address is as follows:

23905 Detroit Road  
Westlake, OH 44145

1. Attached is a copy of the Return Receipt Notification from the US Post Office indicating that Applicant's last communication to Inventor Devan was not deliverable as addressed, and the US Post Office was unable to forward our communication to Inventor Devan.
2. Attached also please find a copy of an Employee Innovation and Proprietary Agreement ("EIPA") signed by Inventor Thomas E. Evan on October 7, 2002, as proof of Applicant's sufficient proprietary interest in the above-identified patent application. In the EIPA, the Inventor Devan agreed to assign to Applicants General Electric Company, as his employer, all inventions, discoveries, innovations, which Mr. Devan may solely or jointly develop during the period of his employment with GE. The above-identified patent application is an invention developed by Mr. Devan during his employment period with GE.

Applicants hereby petition the USPTO to charge the petition fee under 37 CFR 1.17(h) of \$130 to Deposit Account No. 50-2339. The Commissioner is requested to charge any additional fees under 37 C.F.R. 1.16 or 1.17, or credit overpayment, to Deposit Account No. 50-2339.

Allowance of this petition is respectfully requested.

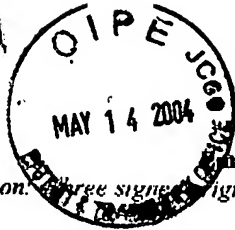
Respectfully submitted:

Customer No. 42248

Date May 12, 2004

Hanh T. Pham  
GE Attorney Hanh T. Pham  
Registration 40,771  
Telephone No. (413) 448-4664

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**Employee Innovation and Proprietary Information Agreement**

(Distribution: Three signed originals - One to business component's permanent business records, one to employee and one to business component's Intellectual Property Counsel.)

TO GE Quartz, Inc. (hereinafter the "Company");  
(Insert legal name of Company for which employee works)

In consideration of my employment by Company, and the compensation paid to me by the Company, I ("employee") agree:

- (a) to disclose and assign to the Company (or as the Company may direct) as its exclusive property, all inventions, discoveries, innovations, improvements, trade secrets and technical or business information which I may solely or jointly develop, conceive, reduce to practice or author during the period of my employment (1) that relate to the business or the present or demonstrated or reasonably foreseeable future research or development of the Company or its parent, subsidiaries or affiliates, or (2) that result from or are suggested by any work that I may do for the Company or its parent, subsidiaries or affiliates or (3) that are otherwise made through the use of Company, or its parent, subsidiaries or affiliates, time, equipment, supplies, facilities, material or secret\* or confidential\* information or data. To the extent that any court of competent jurisdiction finds that any provision of this paragraph is unenforceable because it requires the assignment of any invention in contravention of the law or public policy of that jurisdiction, this paragraph shall be interpreted to impose only the maximum permissible assignment obligation. [NOTICE: This is the notice required by the states of CA, IL, KS, MN and WA, and any other state requiring such notice, notifying employees in such states that they are not obligated to assign to the Company any rights in an invention that the employee developed entirely on his or her own time without using the Company's equipment, supplies, facilities, material or trade secret information unless those inventions either (1) relate to the Company's business or actual or demonstrably anticipated research or development of the Company at the time the invention was made; or (2) result from any work performed by the employee for the Company.]
- (b) that all original works of authorship that are made by me (solely or jointly with others) within the scope of my employment and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. Sec. 101) and I further agree, to the extent any such work is determined not to be a "work made for hire," that I will disclose and assign to the Company (or as the Company may direct) as its exclusive property any such original work of authorship;
- (c) to execute, upon the request of the Company, all necessary papers and otherwise provide proper assistance (at the Company's expense), during and subsequent to my employment, to enable the Company to obtain for itself or its nominees, patents, copyrights, or other legal protection for such inventions, discoveries, innovations, improvements, original works of authorship, trade secrets and technical or business information in any and all countries;
- (d) to make and maintain for the Company adequate and current written records of all such inventions, discoveries, innovations, improvements, original works of authorship, trade secrets and technical or business information;
- (e) at the Company's request, or upon any termination of my employment to deliver to the Company promptly all items that belong to the Company or its parent, subsidiaries or affiliates or that by their nature are for the use of Company employees only, including, without limitation, all written and other materials that are of a secret\* or confidential\* nature relating to the business of the Company or its affiliates;
- (f) not to use, publish or otherwise disclose (except as my Company duties may require), either during or subsequent to my employment, any secret\* or confidential\* information or data of the Company or its parent, subsidiaries or affiliates or any information or data of others that the Company or its parent, subsidiaries or affiliates are obligated to maintain in confidence;
- (g) not to disclose or use in my work with the Company any secret or confidential information of others (including any prior employers), or any inventions or innovations of my own that are not included within the scope of this agreement;
- (h) that the Company may, at any time and without further consent, access and monitor my usage of Company information and resources, including but not limited to: computers, computer software, electronic mail, on-line services, voice mail, facsimile machines, telephones and photocopiers;
- (i) that my employment with the Company is "at will" and that both the Company and I have the right to terminate my employment at any time, with or without advance notice and with or without cause.

This agreement supersedes and replaces any existing agreement between the Company and me relating generally to the same subject matter. This agreement may not be modified or terminated, in whole or part, except in writing signed by an authorized representative

(Rev: 10/1999)

of the Company. Discharge of my undertakings in this agreement shall be an obligation of my executors, administrators, or other legal representatives or assigns. In the event that any court of competent jurisdiction concludes that any provision (or portion of any provision) of this agreement is unenforceable because it conflicts with the law or public policy of that jurisdiction, the parties agree that the court should first narrow or otherwise interpret the provision to the extent necessary to conform it to the law or public policy of that jurisdiction. In the event that the court concludes that it is unable to narrow or otherwise interpret the provision so that it is neither invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

I represent that, except as stated below, I have no agreements with or obligations to others in conflict with the foregoing.

*\*These terms are used in the ordinary sense and do not refer to the official security classifications of the United States Government. The Company generally considers "secret" or "confidential" any information or data that is not generally known - regardless of whether such information or data is in oral, written, machine readable or other form. When in doubt, you should assume that information or data is secret or confidential unless or until determined otherwise. Without limitation, examples of information or data that may be of a secret or confidential nature are: drawings, manuals, notebooks, reports, models, inventions, formulas, processes, machines, compositions, computer programs, accounting methods, business plans and information systems. For further information, you should consult your Company's assigned legal counsel.*

## TYPE OR PRINT IN INK

Full Name Thomas Edward Devan Component G.E. Quartz  
Social Security No. 092-52-6886 Location Strongsville

Laura D. Parks (Signed) Thomas E. Devan  
Witness (The employee's immediate manager or other appropriate representative of the Company) (Employee's signature - to include employee's first name in full)  
Eng. Technology 10-7-02  
Employee's Position Date

Countersigned - Authorized Company Representative (Required only when this agreement supersedes prior agreement)

The following are the only agreements to which I am a party that may be in conflict with the obligations undertaken above:

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General Electric Company  
One Plastics Avenue, Pittsfield, MA 01201-3697

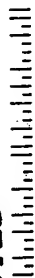
Hanh Phan - IP Legal

GE



7099 3400 0008 9399 0631

**RETURN RECEIPT  
REQUESTED**



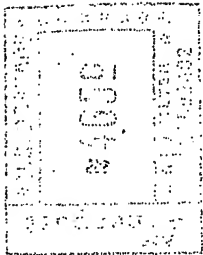
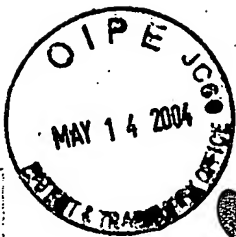
CERTIFIED MAIL - RETURN RECEIPT

REQUEST

Tom Devan  
23905 De  
Westlake

☐ A INSUFFICIENT ADDRESS  
☐ B ATTEMPTED NOT KNOWN  
☐ C NO SUCH NUMBER/ STREET  
☐ D NOT DELIVERABLE AS ADDRESSED  
☒ E UNABLE TO FORWARD

**RTS**  
RETURN TO SENDER



PLACE STICKER AT TOP OF ENVELOPE  
TO THE RIGHT OF RETURN ADDRESS

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tom Devan  
23905 Detroit Rd.  
Westlake, OH 44145

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type ☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number  
(Transfer from service label) 7099 3400 0008 9399 0631

PS Form 3811, August 2001

Domestic Return Receipt

102585-02-M-1035